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JS-6

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 Franklyn Perez, Joseph Wojcik a/k/a Joe Wojcik

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Warner Bros. Home Entertainment Inc.
 and Disney Enterprises, Inc.,

Plaintiffs,

v.

Franklyn Perez, Joseph Wojcik a/k/a Joe
 Wojcik; and Does 2 – 10, inclusive,

Defendants.

Case No. CV16-1618 R (JEMx)

CONSENT DECREE AND
 PERMANENT INJUNCTION

The Court, having read and considered the Joint Stipulation for Entry of
 Consent Decree and Permanent Injunction that has been executed by Plaintiffs Warner
 Bros. Home Entertainment Inc. and Disney Enterprises, Inc. (collectively “Plaintiffs”)
 and Defendant Joseph Wojcik a/k/a Joe Wojcik a/k/a Franklyn Perez and callegenomic
 (“Defendant”) in this action, and good cause appearing therefore, hereby:

1 ORDERS that based on the Parties' Stipulation and only as to Defendant, his
 2 successors, heirs, and assignees, this Consent Decree and Permanent Injunction
 3 ("Injunction") shall be and is hereby entered in the within action as follows:

4 1) This Court has jurisdiction over the parties to this action and over the subject
 5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
 6 Service of process was properly made against Defendant.

7 2) One or other of the Plaintiffs, or one of their respective affiliates, own or control
 8 the copyrights or pertinent exclusive rights to distribute or license the distribution of
 9 home video and digital products, including video home cassettes as well as optical
 10 discs, including, but not limited to, digital versatile discs (DVDs) and Blu-ray discs
 11 (collectively "Media Products") incorporating the motion picture or television
 12 episodes subject to the copyright registrations listed in Exhibit "A" attached hereto and
 13 incorporated herein by this reference (collectively referred to herein as "Plaintiffs'
 14 Works").

15 3) Plaintiffs have alleged that Defendant has made unauthorized uses of Plaintiffs'
 16 Works or substantially similar likenesses or colorable imitations thereof.

17 4) Defendant and his agents, servants, employees, representatives, successor and
 18 assigns, and all persons, firms, corporations or other entities in active concert or
 19 participation with him who receive actual notice of the Injunction are hereby
 20 restrained and permanently enjoined from infringing – directly, contributorily or
 21 vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,
 22 inducing, authorizing, aiding or abetting, materially contributing to, or persuading
 23 anyone to infringe in any manner Plaintiffs' Works, including, but not limited to, the
 24 following:

- 25 a) Copying, reproducing, downloading, distributing, uploading, linking to,
 26 transmitting, or publicly performing, or using trademarks, trade names or
 27 logos in connection with unauthorized Media Products containing any of
 28

1 Plaintiffs' Works;

- 2 b) Enabling, facilitating, permitting, assisting, soliciting, encouraging,
3 abetting, or inducing any person or entity to copy, reproduce, download,
4 distribute, upload, link to, transmit, or publicly perform any unauthorized
5 versions of Plaintiffs' Works; or
6 c) Profiting from the unauthorized copying, reproduction, downloading,
7 distribution, uploading, linking to, transmission, or public performance of
8 any of Plaintiffs' Works while declining to exercise a right to stop or limit
9 such unauthorized copying, reproduction, downloading, distribution,
10 uploading, linking to, transmission, or public performance of any of
11 Plaintiffs' Works.

12 5) Plaintiffs are entitled to, and shall recover from Defendant, the maximum sum
13 of One Hundred Fifty Thousand Dollars (\$150,000.00), pursuant to the terms of the
14 Parties' Release and Settlement Agreement dated and effective November 4, 2016.

15 6) So long as Defendant strictly performs all of the terms and conditions contained
16 in the Parties' Release and Settlement Agreement dated and effective November 4,
17 2016, then Plaintiffs shall not seek to enforce the monetary portion of this Judgment
18 entered pursuant to the Parties' stipulation.

19 7) Each side shall bear its own fees and costs of suit.

20 8) Except as provided herein, all claims alleged in the Complaint are dismissed
21 without prejudice.

22 9) This Injunction shall be deemed to have been served upon Defendant at the time
23 of its execution by the Court.

24 10) The Court finds there is no just reason for delay in entering this Injunction and,
25 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
26 immediate entry of this Injunction against Defendant.

27 ///

11) The Court shall retain jurisdiction over Defendant and of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction or of the parties' Release and Settlement Agreement dated and effective November 4, 2016.

DATED: November 21, 2016



Hon. Manuel L. Real
United States District Judge

PRESENTED BY:

J. Andrew Coombs, A Prof. Corp.

By: _____
J. Andrew Coombs
Annie S. Wang
Attorneys for Plaintiffs Warner Bros. Home
Entertainment Inc. and Disney Enterprises, Inc.

Law Office of Joseph C. Maher

By: _____
Joseph C. Maher II
Attorney for Defendant Joseph Wojcik a/k/a Joe Wojcik
d/b/a Franklyn Perez and callegenomic

EXHIBIT A**COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
	Big Bang Theory: Season 8	
PA0001926780	Big Bang Theory: The Locomotion Interruption	WBEI
PA0001928680	Big Bang Theory: The Junior Professor Solution	WBEI
PA0001929213	Big Bang Theory: The First Pitch Insufficiency	WBEI
PA0001941975	Big Bang Theory: The Hook-up Reverberation	WBEI
PA0001941176	Big Bang Theory: The Focus Attenuation	WBEI
PA0001933449	Big Bang Theory: The Expedition Approximation	WBEI
PA0001933447	Big Bang Theory: The Misinterpretation Agitation	WBEI
PA0001934630	Big Bang Theory: The Prom Equivalency	WBEI
PA0001934629	Big Bang Theory: The Septum Deviation	WBEI
PA0001938377	Big Bang Theory: The Champagne Reflection	WBEI
PA0001940026	Big Bang Theory: The Clean Room Infiltration	WBEI
PA0001947625	Big Bang Theory: The Space Probe Disintegration	WBEI
PA0001947628	Big Bang Theory: The Anxiety Optimization	WBEI
PA0001947626	Big Bang Theory: The Troll Manifestation	WBEI
PA0001955350	Big Bang Theory: The Comic Book Store Regeneration	WBEI
PA0001952190	Big Bang Theory: The Intimacy Acceleration	WBEI
PA0001960104	Big Bang Theory: The Colonization Application	WBEI
PA0001955346	Big Bang Theory: The Leftover Thermalization	WBEI
PA0001955347	Big Bang Theory: The Skywalker Incursion	WBEI
PA0001955349	Big Bang Theory: The Fortification Implementation	WBEI
PA0001955348	Big Bang Theory: The Communication Deterioration	WBEI
PA0001958328	Big Bang Theory: The Graduation Transmission	WBEI
PA0001958327	Big Bang Theory: The Maternal Combustion	WBEI
PA0001958329	Big Bang Theory: The Commitment Determination	WBEI
	Grey's Anatomy: Season 7	
PA0001702497	Grey's Anatomy: 701, WITH YOU I'M BORN AGAIN	DEI
PA0001698567	GREY'S ANATOMY: 702, SHOCK TO THE SYSTEM.	DEI
PA0001702490	GREY'S ANATOMY: 703, SUPERFREAK.	DEI
PA0001711938	GREY'S ANATOMY: 704, CAN'T FIGHT BIOLOGY.	DEI
PA0001711939	GREY'S ANATOMY: 705, ALMOST GROWN.	DEI

1	PA0001711942	GREY'S ANATOMY: 706, THESE ARMS OF MINE.	DEI
2	PA0001712409	GREY'S ANATOMY: 707, THAT'S ME TRYING.	DEI
3	PA0001712216	GREY'S ANATOMY: 708, SOMETHING'S GOTTA GIVE.	DEI
4	PA0001712218	GREY'S ANATOMY: 709, SLOW NIGHT, SO LONG.	DEI
5	PA0001720450	GREY'S ANATOMY: 710, ADRIFT AND AT PEACE.	DEI
6	PA0001729231	GREY'S ANATOMY: 711, DISARM.	DEI
7	PA0001729228	GREY'S ANATOMY: 712, START ME UP.	DEI
8	PA0001729226	GREY'S ANATOMY: 713, DON'T DECEIVE ME PLEASE DON'T GO.	DEI
9	PA0001726725	GREY'S ANATOMY: 714, PYT PRETTY YOUNG THING.	DEI
10	PA0001726726	GREY'S ANATOMY: 715, GOLDEN HOUR.	DEI
11	PA0001726728	GREY'S ANATOMY: 716, NOT RESPONSIBLE.	DEI
12	PA0001726721	GREY'S ANATOMY: 717, THIS IS HOW WE DO IT.	DEI
13	PA0001737610	GREY'S ANATOMY: 718, SONG BENEATH THE SONG.	DEI
14	PA0001737589	GREY'S ANATOMY: 719, IT'S A LONG WAY BACK.	DEI
15	PA0001737591	GREY'S ANATOMY: 720, WHITE WEDDING.	DEI
16	PA0001737594	GREY'S ANATOMY: 721, I WILL SURVIVE.	DEI
17	PA0001737585	GREY'S ANATOMY: 722, UNACCOMPANIED MINOR.	DEI